

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI**

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TEANNA LYLES

Plaintiff,

CIVIL ACTION NO.

COMPLAINT

-v-

CAWLEY & BERGMANN, LLP

Defendant.
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Plaintiff Teanna Lyles ("Plaintiff") by and through her attorneys, RC Law Group, PLLC as and for her Complaint against Defendant Cawley & Bergmann, LLP, ("Defendant") respectfully sets forth, complains and alleges, upon information and belief, the following:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331, as well as 15 U.S.C. § 1692 *et seq.* and 28 U.S.C. § 2201.
2. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2).
3. Plaintiff brings this action for damages arising from the Defendant's violation(s) of 15 U.S.C. § 1692 *et seq.*, commonly known as the Fair Debt Collections Practices Act ("FDCPA").

PARTIES

4. Plaintiff is a resident of the State of Missouri, Saint Louis County, residing at 1485 W Dechesne Drive, Florissant, MO, 63031.
5. Defendant is a "debt collector" as the phrase is defined in 15 U.S.C. § 1692(a)(6) and used in the FDCPA, with an address at 117 Kinderkamack Road, Suite 201, River Edge, NJ 07661.

FACTUAL ALLEGATIONS

6. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.
7. On information and belief, on a date better known to Defendant, Defendant began collection activities on an alleged consumer debt from the Plaintiff (“Alleged Debt”).
8. The Alleged Debt was incurred as a financial obligation that was primarily for personal, family or household purposes and is therefore a “debt” as that term is defined by 15 U.S.C. § 1692a(5).
9. On or around January 15, 2016 Defendant sent Plaintiff a collection letter.
10. The letter gave two options for payment plans, one having a due date by no later than February 22, 2016.
11. Later in the letter it states, “Your payment must be received in our office within 37 days from receipt of this letter.”
12. Being that the letter was dated January 15 2016, it was received by Plaintiff a few days later. Therefore, 37 days from receipt could not have been February 22, 2016.
13. The letter has two different deadlines to make payment.
14. It is unclear from the letter when payment is due, thus preventing Plaintiff from making payment due to a fear that it may be late and not accepted.
15. As a result of Defendant's deceptive, misleading and unfair debt collection practices described above, Plaintiff has been damaged.

FIRST CAUSE OF ACTION
(Violations of the FDCPA)

16. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though

fully stated herein with the same force and effect as if the same were set forth at length herein.

17. Defendant's debt collection efforts attempted and/or directed towards Plaintiff violate various provisions of the FDCPA, including but not limited to 15 U.S.C. §§ 1692e, 1692e(2), 1692e(5), 1692e(10), 1692f, and 1692f(1).

18. As a result of the Defendant's violations of the FDCPA, Plaintiff has been damaged and is entitled to damages in accordance with the FDCPA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment from the Defendant as follows:

- a) For actual damages provided and pursuant to 15 U.S.C. § 1692k(a)(1);
- b) For statutory damages provided and pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- c) For attorney fees and costs provided and pursuant to 15 U.S.C. § 1692k(a)(3);
- d) For any such other and further relief, as well as further costs, expenses and disbursements of this action as this Court may deem just and proper.

Respectfully Submitted,

RC Law Group, PLLC

/s/ Yaakov Saks

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